



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

REQUEST FOR PROPOSALS # 32901-31261 AMENDMENT # 2 FOR ELECTRONIC HEALTH RECORDS SYSTEM

DATE: March 27, 2023

RFP # 32901-31261 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		Jan. 3, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	Jan.6, 2023
3. Pre-response Conference	2:00 p.m.	Jan. 9, 2023
4. Notice of Intent to Respond Deadline	2:00 p.m.	Jan. 10, 2023
5. Written "Questions & Comments" Deadline	2:00 p.m.	January 24, 2023
6. State Response to Written "Questions & Comments"		February 15, 2023
7. Deadline for Clarifications/Additional Questions	2:00 p.m.	March 3, 2023
8. State Response to Clarifications/Additional Questions		March 27, 2023
9. Response Deadline	2:00 p.m.	May 31, 2023
10. State Completion of Technical Response Evaluations		July 14, 2023
11. State Schedules Respondent Oral Presentation(s)		July 21, 2023
12. Respondent Oral Presentation(s)		August 14-17, 2023
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 22, 2023
14. Negotiations Conducted by Central Procurement Office		August 23-25, 2023

15. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	August 30, 2023
16. End of Open File Period		September 6, 2023
17. State sends contract to Contractor for signature		September 11, 2023
18. Contractor Signature Deadline	2:00 p.m.	September 18, 2023
19. Performance Bond Deadline		September 19, 2023
20. Contract Start Date		October 1, 2023

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>1. Reviewing the pricing section on the RFP. You are asking for the price "Per concurrent user per year".</p> <p>We don't price for concurrent users, we offer an enterprise solution. How should we account for that on your price sheet?</p>	Please see items 4 and 5 below
		<p>2. Instructions say to delete RFP Attachment 6.6 Proforma Section C.3 in its entirety and replace with new text. It is not clear as to whether milestone based payments AND penalties get deleted or not. Can the State please clarify and just provide replace text or new document with corrected items?</p>	The State deleted the penalties, the milestones will remain.
Att. 6.6 Pro Forma Section E.21.b.4.	116	<p>3. Please clarify who owns the customized EHR application Software? We believe the EHR Software rights belong to the vendor.</p>	The vendor will always own the software. The State will always own the offender/patient data that will be housed in the software Please see item 6 below.
Att. 6.7 EHR requirements matrix NF-36	N/A	<p>4. We assume this is just an example as it is not feasible to supply peer to peer training throughout the life of the contract at no cost to State?</p>	The vendor would be required to provide updated training material with each major release/upgrade so that the State could provide peer to peer training. Please see item 3 below
RFP Attachment 6.2 A Section A.19		<p>5. Follow up from Question 5 on Amendment 1: Does the Central Pharmacy fill all TDOC prescriptions for all TDOC facilities or is there another</p>	There is only one (1) commercial pharmacy vendor, which fills all TDOC prescriptions.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		commercial pharmacy vendor in place?	
		6. Follow up from response from question 117 on Amendment 1: Is TDOC looking to replace CIPS Pharmacy or is a bi-directional interface required with them?	TDOC is not looking to replace CIPS Pharmacy. The vendor's solution MUST include a bi-directional interface with CIPS.
		7. Follow up from response from question 7 on Amendment 1: Is inmate ability to create/sign-up for sick call done on paper and triaged by nursing staff or do inmates have the ability to use a kiosk system to request SCR appointments?	Offender patients may not use kiosks to request sick-call appointments.
		8. Follow up from response to question 13 on Amendment 1: Are the 50 providers reported in this response included in the 80 providers in the response to question #46 (Amendment 1)?	No-question #13 is related to telehealth providers, whereas #46 is direct on-site providers
		9. Follow up from response from question 16 on Amendment 1: Please explain. There is no item 9 and 10 below question 16 and Items 9 and 10 above have no relationship to the vendor's question.	The State removed the milestone penalties in items 9 and 10 of Amendment 1, therefore there is not an answer to how milestone penalties will be processed. Items references are referring to the items below the questions and comments table.
		10. Follow up from response from question 17 on Amendment 1: Please explain. There is no item 9 and 10 below question 17 and Items 9 and 10 above have no relationship to the vendor's question.	Please see response to question 9.
		11. Follow up from response from question 25 on Amendment 1: Please explain. There is no item 11 below question 25 and Item 11 above has no relationship to the vendor's question.	Items references are referring to the items below the questions and comments table. The response to the question was relevant, as is item 11 in that the respondent requested to define the word "possess" within section A.8. The State elected to delete the word "possess" from the clause so that there was no confusion that the State did not intend to own or possess any respondent's intellectual property.
		12. Is Worker's Compensation (WC) coverage required if no Tennessee domiciled employees exist? The exemptions under dec.b.2 on page 105 of the RFP do not pertain to out of state contractors with more than five employees.	If the contractor has no full-time or part-time employees residing in the State of Tennessee, then the contractor is not legally required to carry a Tennessee workers' compensation policy. Only in the instance that this would be applicable, and so there is no

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			<p>confusion about the domicile of the contractor's employees, the intended awardee of this RFP would need to provide a statement that it has no full-time or part-time employees residing in the State of Tennessee.</p>
		<p>13. On page 106 of the RFP, item D.32.e.1) states "The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction." Loss Discovery forms do not have extended reporting periods as they are not a Claims Made form. Can this requirement please be clarified?</p>	<p>The coverages available under a crime liability policy are the same regardless of whether the policy is issued on a discovery form or a loss sustained form. The difference between the discovery form and the loss sustained form is the triggers for policy coverage. Basically, the discovery form covers losses that are discovered during the policy period while the loss sustained form covers losses sustained at any time.</p>
<p>RFP Att. 6.2 Section A, A.7</p>		<p>14. If the vendor has implemented their full platform software suite as modular components (evidence based rehabilitative programming prescription, successful inmate record integration with state department of corrections' offender management systems, application program interface (API) for real time data integration, to include health records, chrono/case notes, programming and classification), and has successfully implemented in multiple state departments of corrections, with statewide implementations, (Pennsylvania DOC, Nebraska DOC, and Tennessee DOC), demonstrating a proven record of concrete outcomes as a result of implementation, does this satisfy this requirement?</p>	<p>No. The respondent must have a certified Electronic Health Records solution which includes medical, behavioral health and dental modules, and has been implemented as stated in RFP mandatory requirement A.8.</p>
		<p>15. Is it safe to assume that a bi-directional, real-time interface would be required between the EHR and OMS for the sharing</p>	<p>Yes. A bi-directional real-time interface would be required. Please see item 7 below</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		of high-level health information?	
		16. If the current system for maintaining health information is paper based, has the State been able to perform reporting and if so, how?	Reporting is done by manual tracking and Calculation, manual entry on an excel spreadsheet template, which is electronically submitted.
		17. Does the state prefer a train-the-trainer approach to training, or for all end-users to be trained directly?	The State prefers an in-person classroom Training approach. Please refer to Pro Forma Contract Section A.4.q.2.e. as revised in item 3 below. Please revisit all training requirements as detailed in Pro Forma Contract Section A.4.q. in item 3 below.
		18. How many providers would require an EPCS license for e-prescribing of controlled substances?	Currently 225 providers would require an EPCS license to e-prescribe controlled substances.
		19. Do you want the Attachments 6.2 – Section A, B, C, and D at the beginning of the response, at the end of the response, or does it make sense to put each Attachment 6.2 with the pass/fail and grading scale at the beginning of each corresponding section?	It is up to the respondent to determine the best way to present their information within their response.

3. Delete RFP Att. 6.6 Pro Forma section A.4.q in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.4.q. Training. The Contractor’s Solution shall provide a role-based Training program that includes a mix of eLearning and Classroom training. As part of the Implementation, the Contractor is to deliver Train-the-Trainer Training for State selected end-users who may shadow / proctor the End-User training which is to be conducted by the Contractor. Post Go-Live, the Department will deliver End-User training for all new hires.

A.4.q.1. The Contractor shall provide the State unlimited rights to use and modify all training materials without additional cost for purposes of training users of the Solution. Materials must be provided in editable digital formats for re-use

A.4.q.2. The Contractor shall prepare and deliver to the State the following training components:

A.4.q.2.a. Training Environment. The Training environment is to be maintained by the Contractor for the term of the contract allowing TDOC to deliver new-hire training ongoing.

A.4.q.2.b. Training Plan. This plan details the Contractor’s approach in developing and delivering the TDOC required role based EHR training and supporting materials to occur during the implementation

of the TDOC EHR. Contractor shall provide a training plan based on tested and validated training practices. Curriculum must be thoroughly supported by appropriate instructional materials. Contractor shall develop training that includes: context (for example, documentation of the old and new business processes and the reasons for the change); specific scenarios; sample data to be used in examples and hands-on training; presentations; interactive learning exercises; and reference materials such as job aids that are available to support Department staff success during and after training. The training plan must define an approach to prepare Department trainers to continue delivery of training to new employees after the initial Rollout, and to keep Department trainers current and well-supported in this role for the duration of the State's use of the Solution.

The Contractor shall deliver the Training Plan to the State for review and acceptance within sixty (60) days the Contract Period Beginning Date

- A.4.q.2.c. Training Material. The Contractor shall develop and deliver to the State role-based curriculum training material for the final TDOC EHR functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. **The Contractor shall provide updated training material with each major release or upgrade so that the State can provide peer to peer training.**
- A.4.q.2.d. Train-the-Trainer Training. The Contractor shall train State-designated EHR Trainers using the Training Material developed in A.4.q.2.(b) to deliver end-user training after each site has transitioned to support.
- A.4.q.2.e. End-User Training. The Contractor shall train all State EHR end-users **in a classroom setting** using the Training Material developed in A.4.q.2.c prior to their associated sites EHR implementation.
- A.4.q.2.f. Help Content. The Contractor shall develop and deliver content for the Help functions of The TDOC EHR.
- A.4.q.2.g. Training Material Updates. The Contractor shall develop and deliver to the State updated training material to account for new or updated functionality deployed in future releases / upgrades.
- A.4.q.2.h. Training Schedule and Logistics. The Contractor shall work with the State and facility leadership to develop training schedules and coordinate site logistics.
- A.4.q.2.i. The Contractor shall deliver the training components to the State at least ninety (90) calendar days prior to Pilot Implementation.

4. Delete RFP Att. 6.3 Cost Proposal and Scoring Guide in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE — The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., Pro Forma Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The Cost Proposal must be submitted in accordance with RFP Section 3.1.2.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:													
	Proposed Cost										State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Total Implementation Cost, to be split as indicated in Section C.3.b Milestone Payments in Att. 6.6 Pro Forma	\$ /Total Implementation Cost											1	
Software License and Maintenance Fee -- as detailed in Contract Sections A.4.c.6 and A.4.u	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users	\$ / annual license for up to 1,500 named users		1	
Software License and Maintenance Fee -- as detailed in Contract Sections A.4.c.6 and A.4.u	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional user beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users	\$ / annual license for each additional 100 users beyond 1,500 named users		1	
Hosting Plan Cost – as detailed in Contract Section A.4.d.	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR	\$ / YEAR		1					

RESPONDENT LEGAL ENTITY NAME:													
Cost Item Description	Proposed Cost										State Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.w	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour		4000	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):													
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.													
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$										$\times 30$		$= \text{SCORE:}$	
State Use – Solicitation Coordinator Signature, Printed Name & Date:													

5. Delete RFP Att. 6.6 Pro Forma section C.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Milestone-based Payments:

One Hundred percent (100%) of the total Professional Services fees are considered milestone-based payments and shall be payable as follows upon the occurrence and Acceptance by Client of the milestones identified herein (each, a “Milestone”). Cents will be rounded to the nearest hundredth in each milestone. To the extent not expressly defined herein, such Milestone shall be defined in the Project Plan, including acceptance criteria:

Total Implementation Cost	\$ NUMBER
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No.	Project Milestone	Percentage of Total Implementation Cost
1	Project Kickoff / Project Management Planning	8.50%
2	Completion of Model System Design	8.50%
3	Completion of Integration Testing	8.50%
4	Completion of Pilot Site(s) End-User Training	8.50%
5	Completion of Facility 1 & 2 Go-Live	8.00%
6	Completion of Facility 3 Go-Live	4.00%
7	Completion of Facility 4 Go-Live	4.00%
8	Completion of Facility 5 Go-Live	4.00%
9	Completion of Facility 6 Go-Live	4.00%
10	Completion of Facility 7 Go-Live	4.00%
11	Completion of Facility 8 Go-Live	4.00%
12	Completion of Facility 9 Go-Live	4.00%
13	Completion of Facility 10 Go-Live	4.00%

No.	Project Milestone	Percentage of Total Implementation Cost
14	Completion of Facility 11 Go-Live	4.00%
15	Completion of Facility 12 Go-Live	4.00%
16	Completion of Facility 13 Go-Live	4.00%
17	Completion of Facility 14 Go-Live	4.00%
18	Completion of Post Go-Live Optimization	10.0%

Recurring Payments:

Service Description	Amount (Per compensable increment)										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Software License and Maintenance Fee -- as detailed in Contract Section and A.4.u.	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users	\$ [NUMBER] Annual license for up to 1,500 named users
Software License and Maintenance Fee -- as detailed in Contract Section and A.4.u.	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users	\$ [NUMBER] / annual license for each additional 100 users beyond 1,500 named users
Hosting Plan Cost -- as detailed in Contract Section A.4.d.	\$ [NUMBER]/ year										

Maintenance and Enhancement Requests:

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.7 without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.7, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7 %) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.3., through A.7.). If, at any point

during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Modification and Enhancement Requests (MERs) – as detailed in Contract Section A.4.w. ***	\$ Amount per hour									
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision as detailed in Section C.4. below.										

6. Add the following as RFP Att. 6.6 Pro Forma section A.8. and renumber any subsequent sections as necessary:

A.8. The Contractor shall own and retain ownership of the EHR software. The State shall own and retain ownership of the offender/patient data that will be housed in the software.

7. Delete RFP Att. 6.6 Pro Forma section A.4.e.5.a in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.4.e.5.a. The Contractor's Solution must interface with each of the applications identified below. The Contractor shall create and implement a bi-directional, real-time Interface Design that includes the following interfaces:

- A.4.e.5.a.i. OMS;
- A.4.e.5.a.ii. CIPS – Pharmacy;
- A.4.e.5.a.iii. GARCIA – Labs;
- A.4.e.5.a.iv. TridentConnect – Radiology;
- A.4.e.5.a.v. CODIS - Tennessee Bureau of Investigation - DNA needs to be on file;
- A.4.e.5.a.vi. STARLIMS State Lab – (Intake) HIV, HEP, RPR, STDs, etc.;
- A.4.e.5.a.vii. Tennessee Department of Health;
- A.4.e.5.a.viii. CSMD – Tennessee's prescription drug monitoring program, named the Controlled Substances Monitoring Database (CSMD);
- A.4.e.5.a.ix. TennIIS - TennIIS is a statewide immunization information system (IIS) managed by the Tennessee Department of Health; and
- A.4.e.5.a.x. TennCare - Tennessee's managed Medicaid agency IS.

8. Add the following as Attachment 1 to this Amendment :

Previous RFP and Scoring Sheets for Inmate Health
Winning Proposal for Inmate Health
Current Contract with all amendments

9. Delete RFP # 32901-31261, in its entirety, and replace it with RFP # 32901-31261, Release # 2, attached to this amendment.

10. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.